

To:

Sumter County Public Works

ATTN:



Jacksonville, FL
Orlando, FL
Tampa, FL
Ft. Myers
Miami, FL
Pensacola, FL

Guardian Fueling Technologies provides layouts, installation, and
Service on all Liquid Handling Projects.
Visit us at www.guardianfueltech.com

CORPORATE OFFICE: (904) 680-0850/800-733-2945

REFERENCE:	REF. NO.	F.O.B.	DATE:
CHANGE ORDER TO BASIC CONTRACT FOR \$21,298.36		Job site	12/10/2010

Please note that due to current volatility in the global steel market, quoted pricing for steel tanks and/or canopy steel, are subject to change prior to commencement of project. Any increase in steel prices may increase the price of this quote.

****THIS PROPOSAL IS VALID FOR 30 DAYS FROM THE DATE ABOVE****

We are pleased to offer the following proposal for your consideration.

General description of work to be performed:

SAW CUT REMOVE AND REPLACE A 12'X30' AREA OF CONCRETE INCLUDING REPLACING THE ISLAND FORMS
REMOVE AND RE-INSTALL THE FUEL MASTER UNIT
CUT ALL CONDUITS AND WIRING TO FUEL MASTER AND INSTALL NEW CONDUITS AND RE-PULL NEW WIRE TO THE UNIT
BACKFILL MATERIAL WILL BE SUPPLIED BY PUBLIC WORKS
EXCAVATE THE 12X30 AREA OF CONTAMINATED SOIL DIRECTED BY AET

EXPECTED SOIL TO BE REMOVED PER (AET) IS APPROXIMATELY 200 TONS AS AN ESTIMATE ONLY.

A NTE price of \$11,800 has been added to the contract price of \$13,280.22 and will be adjusted to reflect the weigh tickets
SEE LAST PAGE FOR EXCLUSIONS

ISLAND EQUIPMENT

1	OPW 4' wide x 10' long x 13" high Island Form with 6" radius ends.	6013-SFR6W4L10
1	OPW 4' wide x 14' long x 13" high Island Form with 6" radius ends.	6013-SFR6W4L12

Owner to Provide all Environmental Soil Sampling, Analysis and Reporting. Coordinate with Guardian

Assemble and Install Island Forms

Install Island Protection as Listed Below
4" Concrete Filled

Install Electrical Conduit as Follows:
Fuel Management System

Pour Island Forms with 4" 4000 PSI Concrete

Pour concrete pad around islands to the following spec. : 4000 PSI
Lgth: 30 Width: 12 Thickness: 6 Reinforced: Fibermesh

Paint the following items to customers specifications:
Island Forms

Clean up the job site of debris created by Guardian

GENERAL CONDITIONS:

The above equipment pricing is based on the installation being performed by Guardian. Additional freight / shipping charges may apply if the customer chooses another installation contractor. Guardian will not be responsible for another contractor's errors or omissions that may be discovered during equipment start up. The customer will be notified of any errors found and informed of the proper course of action. Repairs and / or adjustments as required will be performed and billed at normal Guardian rates. Costs for additional mobilization, service work, etc. will be due and payable by customer. Guardian will not bill a third party.

The above prices are quoted F.O.B. destination and are inclusive of any applicable sales and/or use tax.

Guardian carries third party legal liability pollution insurance coverage for our work both during construction and after completion of our contract (up to \$1,000,000.00).

Except as otherwise specified, all equipment supplied by Guardian will be guaranteed to the fullest extent of the manufacturer's written warranty. All installation work will be guaranteed against defects in workmanship for one year from the date of start-up, not to exceed fifteen months from the date of substantial completion

Note: If a change order becomes necessary due to site conditions, delays caused by other subs, . If a change order is not approved in a timely manner, then Guardian may halt construction, without being subjected to Liquidated damages and Guardian will be afforded an extension of time to account for the change orders. Guardian will also be compensated for approval delays, rentals, per diem, labor, etc. and necessary time to remobilize if construction work is halted.
Guardian will exercise reasonable care in performing our work, but we cannot be responsible for damage done to your existing lot that may be in poor condition or "alligatored".

Guardian will notify the proper State agency within 30 days and 48 hours of a new installation, an upgrade, or a closure.

Existing conduit is to be clear, usable and meeting the current electrical codes. Any repairs or replacement of the existing conduit will be performed on a "time and material" basis at our normal rates and will be an additional cost to the customer.

Finished grades are to be established and verified by the customer.

Concrete which is to be removed being no more than 6" thick

THE PRICES BELOW DO NOT INCLUDE:

Geotechnical or environmental

This price will remain firm for thirty (30) days from the proposal date. \$13,280.22

THE TOTAL PRICE IS AS FOLLOWS:

T&D OF SOIL NTE \$11,800.00
CREDIT (OPERATOR & LOADER) (-\$305.00)

TOTAL PRICE	\$24,775.22
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EQUIPMENT PAYMENT TERMS (Including Tanks):

The minimum deposit below and credit approval is required prior to equipment ordering. Deposit is non refundable once equipment has been ordered and 25% restocking fee will apply once equipment has been ordered. Equipment will be invoiced when it is shipped from the manufacturer. Equipment payments are due ten (10) days from invoice date. Equipment payments must be received prior to equipment delivery and/or project commencement. Our equipment quick pay discount has been passed to you through reduced equipment pricing. Therefore, equipment payments received later than ten (10) days from invoice date will result in loss of our quick pay discount from the manufacturer and will result in a 3% increase to your equipment pricing.

INSTALLATION PAYMENT TERMS:

A 25% deposit and credit approval is due upon acceptance of this proposal and is required prior to permit application. Installation/progress payments are due 10 days from the date of invoice. The final invoice will be reduced by the deposit already made.
Installation work will be suspended for non payment. Contractor's lost work days and re mobilization fees will apply if work is suspended due to non payment.
Installation payments MUST current prior to equipment startup, training or completion of warranty work.
The warranty period will commence upon our completion of the project.

The minimum deposit required for this order is: xxxxxxxxxxxxxx

The Customer's Account must be current prior to training and start up of new equipment!

We appreciate the opportunity of offering this proposal and trust we may be favored with your most valued business.

ACCEPTANCE:

This proposal, when accepted by the purchaser, and final approval of Sellers Official Officer, will constitute a bonafide contract between us, subject to all terms and conditions in **Exhibit A which is attached**. It is expressly agreed that there are no promises, agreements or understandings, oral or written, not specified in this proposal.

Sales Representative

GUARDIAN FUELING TECHNOLOGIES ACCEPTANCE

Company Name

Signature of Officer

Signature

Date

Title

Title

Date

Change Order Breakdown

Labor: \$5,575.00

Two men for 3 days (1st day break out concrete, 2nd day excavation and back fill, 3rd day replacement of islands and concrete and load soil) .This is built as crew days witch includes Truck, fuel, and travel.

Parts & Materials: \$3,106.00

Island forms, concrete, rebar, paint and plastic sheeting.

Equipment: \$2,144.00

Backhoe w/ extended hoe, compactor, walk behind saw,

Subcontractor: \$3,830.00

Electricians and concrete finishers.

Freight: \$125.65

Freight for the island forms.

Sub-Total: \$14,780.65

Credit \$1,500.43 (Credit for Back-hoe rental)

Total: \$13,280.22

NTE \$11,800 (up to 200 ton of contaminated soil) The price at \$59.00 a ton for soil T&D will be adjusted to reflect the weigh tickets from the disposal facility.

(-\$305.00) Credit for owner supplied Loader & Operator

Total: \$24,775.22